

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA**

<p><b>(1) FREDRICK F. DUNLAP,</b></p> <p style="text-align: center;"><b>Plaintiff,</b></p> <p><b>vs.</b></p> <p><b>(1) STATE FARM FIRE AND CASUALTY COMPANY, a Foreign Corporation,</b></p> <p style="text-align: center;"><b>Defendant.</b></p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p><b>Case No. 12-CV-197-TCK-PJC</b></p>
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**NOTICE OF REMOVAL**

The Petitioner, State Farm Fire and Casualty Company (“State Farm”), Defendant in the above-captioned case, states the following:

1. The above-entitled cause was commenced in the District Court of Tulsa County, entitled *Frederick F. Dunlap v. State Farm Fire and Casualty Company*, Case No. CJ-2012-935. Process was served upon State Farm by serving the Oklahoma Insurance Department by certified mail on March 6, 2012. A copy of Plaintiff’s Petition setting forth the claim for relief upon which the action is based is attached hereto and marked Exhibit 1. A copy of the Summons served upon State Farm is attached hereto and marked Exhibit 2.

2. State Farm’s principal place of business is in the State of Indiana, and it is incorporated in the State of Indiana. Plaintiff is a citizen and resident of the State of Oklahoma. (See Plaintiff’s Petition, p. 1, Exhibit 1). Plaintiff’s cause of action is for alleged breach of an insurance contract and alleged breach of the implied duty of good faith and fair dealing. The matter in controversy between Plaintiff and Defendant, according to Plaintiff’s demands, exceeds Seventy-Five Thousand and No/100ths Dollars (\$75,000.00), exclusive of interests and costs. Specifically,

Plaintiff seeks to recover in excess of \$75,000 in actual damages and in excess of \$75,000 in punitive damages. (*See* Plaintiff's Petition, p. 2, Exhibit 1).

3. This Court has original jurisdiction over this case pursuant to 28 U.S.C. § 1332 (1992), by reason of the fact that this is a civil action wherein the amount in controversy, according to Plaintiff's demands, exceeds Seventy-Five Thousand and No/100ths Dollars (\$75,000.00), exclusive of interest and costs and is between citizens of different states. Accordingly, this action may be removed by State Farm pursuant to 28 U.S.C. § 1441(a).

4. This Notice of Removal is filed in this Court within thirty (30) days after March 6, 2012, the date State Farm was served with a copy of Plaintiff's Petition, which was the initial pleading setting forth the claim for relief upon which this is based. (*See* letter from Oklahoma Insurance Commissioner, Exhibit 3).

5. Copies of all process, pleadings, and Orders served upon Defendant, State Farm, have been attached hereto as Exhibit 4. Pursuant to LcvR 81.2 a copy of the state court docket sheet is attached as Exhibit 5.

Respectfully submitted,

**ATKINSON, HASKINS, NELLIS,  
BRITTINGHAM, GLADD & CARWILE**

A PROFESSIONAL CORPORATION

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**CERTIFICATE OF SERVICE**

I hereby certify that on the 5<sup>th</sup> day of April, 2012, I electronically transmitted the attached document to the Clerk of the Court using the ECF System for filing and transmittal of a Notice of Electronic Filing to the following ECF registrants:

Mr. Paul T. Boudreaux  
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Attorney for Plaintiff

/s/ John S. Gladd